

Carrollton, Georgia
REQUEST FOR PROPOSALS
Collection and Disposal of Commercial Garbage
Addendum #2- Issued 3/16/06-(all changes in italics)

PURPOSE

The purpose of this Request For Proposal (RFP) is to procure the services of a qualified firm to collect, transport, and dispose of commercial garbage within the service area of the City of Carrollton, Georgia. This is intended to be an exclusive contract for commercial garbage service as long as the service is satisfactory to the City.

SCOPE OF WORK

Interested companies are required to propose for the service of collecting commercial, multi-family, and industrial garbage and any and all garbage customers of the City who use a container of 2 cubic yards or greater. Commercial establishments whose garbage production is adequately managed by a ninety pound, "Hobo" type container, will continue to be serviced via the City's residential garbage program. Interested companies are further required to purchase, from the City, all of the existing garbage containers of 2 yards or greater. Please note that the City presently owns the 2, 4, and 8 yard containers that are in use; however, some of the roll-off containers, compactor containers, and specialty containers are the property of the customer. The Company is further requested to bid, as an alternate, to purchase the City's garbage trucks which are available for examination at the City Street Department shop on ZYZZX Street and are identified on Appendix C.

The geographical scope of this contract is the entire corporate city limits of Carrollton, Georgia plus the few commercial customers just outside the city limits. All customers with their container sizes are listed on Appendix B.

Upon request, the City shall make available all records and information in its possession concerning the scope of the customer base, the condition of the containers and equipment, and any other information that may be helpful to the Company in the development of a proposal for this scope of work. The City does not warrant the completeness or accuracy of this information. The Company's representatives must satisfy themselves as to the completeness and accuracy of any information provided and shall make whatever investigations are necessary, including field investigation, for the generation of their proposal. The Company and its representatives understand and concur that they proceed at their own risk as to the scope of the contract and the condition of any containers, equipment, access areas, or road and driveway surfaces.

Pricing shall be on a unit rate basis based on container size and frequency of pickup. Standard pickup days are set as City policy and are identified on Appendix B. Additional pickup of a container, beyond the standard frequency, shall be at an additional charge to the customer, the cost of which shall clearly be identified on the Company's proposal.

Landfill tipping fees are the responsibility of the Company. The Company *shall submit its proposal using whichever ~~may use any~~ landfill or transfer station that it chooses*, as long as such facilities are properly permitted and fully comply with all federal, state, and local requirements; *however, as an alternate, the Company shall submit pricing using the Carroll County Transfer Station as its disposal site*. Failure to comply with all federal, state, and local laws, ordinances, and requirements may result in loss of contract, forfeiture of any or all bonds, civil liability, and possible criminal prosecution.

The Company that is selected for this service shall be required to post a performance bond, in a form satisfactory to the City, in the amount of the value of six (6) months service. This bond shall be returned to the Company upon successful completion of the contract for 12 months. Failure to properly service the garbage collection needs of the City's customers shall result in forfeiture of bond. Furthermore, should the company fail to perform the necessary service, the City shall have the right, at its sole discretion, to take immediate possession of all containers in use within the City's service area and/or to purchase back from the Company, any or all of the containers from the Company. The purchase price shall be based on the per container rate that the company paid when the Company bought the containers from the City, less any damage that may have occurred under the Company's use less depreciation based on a 12 year, straight line schedule using the CPI interest rate.

TERM OF SERVICE

The selected Company will enter into a contract with the City for the proposed service for a period of 12 months but shall be extended and renewed each year as long as the price and quality of service are acceptable to the City. This extension may be continued, as long as both the City and the Company agree. Should the City or the Company ~~Contractor~~ decide not to renew the service, ~~the~~ either party shall give the other 60 days written notice prior to ~~the expiration termination of the~~ contract. Prices may be increased or decreased based on changes in any of the following: Fuel Cost; Landfill Tipping Fees; and/or the Consumer Price Index (CPI). This City has the right, at its sole discretion, to renew the contract with said increases or decreases without re-bidding the service.

Change in service to an existing customer with regard to additional pickup, container size, etc. shall only occur with the expressed, written concurrence of the Public Works Director or his designee. Service accounts shall be established by the City only. Billing and collection shall be performed by the City. Pickup of garbage by the ~~Company Contractor~~ shall be performed at night, after business hours, unless the customer and the City agree in writing otherwise. Failure to comply with these requirements may result in the Company not being paid for the service of said customer until the account is properly established or changed.

The selected Company shall bill the City for service by the 15th day of the month for the service provided in the previous month. Payment will be remitted to the Company within 30 days of receipt of invoice. Each invoice must include a detailed breakdown of each account serviced, container size, and frequency of service. *The City reserves the right to withhold funds on disputed charges.*

MONTHLY FUEL AND OTHER PRICE ADJUSTMENTS

The price at the time of proposal opening shall set the base rate. The City shall use as a base number as well as a basis for adjustment the advertised diesel fuel cost from the US DOE website. A monthly adjustment (whether increase or decrease to total bill) shall be included on each invoice based on the change to fuel. *The Company shall submit its proposed method for adjusting for changes in fuel cost as a part of its proposal. This final method shall be negotiated with the selected company; however, whatever method is agreed upon shall apply equally to decreases in fuel cost as well as increases.* ~~cost and shall be computed as follows: (monthly fuel average divided by base fuel price) times 0.40 times (total bill) = Final adjusted bill. This adjustment assumes that 40% of the total cost of the contract is for fuel and fuel related items. Please note that if the fuel cost goes down, the final adjusted bill is proportionally reduced.~~

Adjustments for changes in tipping fees or landfill prices shall be considered, at the sole discretion of the City, once per year only. The basis for this change shall be clearly justified by documented changes in transfer station or landfill charges. Where the Contractor owns or operates those transfer stations or landfills, the City may use charges for other haulers or charges at other area transfer stations or landfills for the basis for adjustment or denial of adjustment. The City shall have 45 days to approve and implement or deny the adjustment for tipping fees.

Price changes due to the CPI shall be submitted on an annual basis at least 45 days prior to contract renewal.

PROPOSAL SUBMISSION

Three (3) copies of your proposal(s) should be mailed/delivered to:

City of Carrollton, Georgia
315 Bradley Street
Carrollton, GA 30117
Attention: Tim Grizzard, Assistant City

Proposals shall include, at a minimum, the following:

- 1) Statement of Qualification, which shall include company history, financial information, and list of customers. A reference list of customers with contact information shall be included in this section of the proposal. This information must be complete. The City is not obligated to track down Company references. Financial and all other information shall be easily verifiable and shall include such items as letters of reference from banking institution, bonding capability, credit references, etc.
- 2) Completed Bid Sheet – See Appendix A – Including the detail for the purchase offer for the City owned containers.
- 3) Alternative Bid for City Garbage Trucks – This shall be based on the equipment listed on Appendix C.
- 4) Tipping fee charges per ton and the landfills to be used (including backup documentation).

Please state on the outside of your proposal envelope that you received Addendum #2!

Proposal shall be signed by an authorized Corporate Officer and shall include the Corporate Seal. All detailed and backup documentation shall be included as a part of the proposal including: ~~proof of the cost of fuel~~, proof of the cost of landfill tipping fees, breakdown of the offering purchase price of the containers, and breakdown of the offering purchase price of the City Garbage Trucks.

A non-mandatory pre-bid conference will be held in the 2nd floor conference room of City Hall on Tuesday, March 7, 2006 at 11:00 a.m.. Proposals must be received by March 15, 2006 at 11:00 a.m. where they will be publicly opened in the 2nd floor conference room. The Carrollton City Hall is located at 315 Bradley Street, Carrollton, GA 30117.

BASIS OF AWARD

A committee made of the Assistant City Manager, the Public Works Director, and the City Engineer, shall review the proposals and award based on the following criteria:

- 1) Previous Customer Satisfaction – A rating of 1 to 10 shall be given for customer satisfaction based on references provided as well as references developed for work of similar scope. This shall be weighted at 30%.
- 2) Company Stability – A rating of 1 to 10 shall be given for the Company's financial standing and ability, in the opinion of the City at its sole discretion, to fulfill a service contract of this magnitude. This shall be weighted at 30%.
- 3) Price – This shall be based on the total cost of service, based on the quantities of Appendix A, for a period of five (5) years, calculated to a present value based on an interest rate of the City's choosing, and less the Company's offer for the purchase of the containers. The City may elect, at its sole discretion, to further deduct the offer for the purchase of the Garbage Trucks in the determination of Price. If the City decides to use the purchase of the Trucks in its selection, the Trucks must be sold to the Company. This shall be weighted at 40%. The City reserves the right, at its sole discretion, to factor into its decision, the affect on the Carroll County transfer station and its fees and charges.

Award shall then be made based on the Company with the highest final score.

Incomplete proposals, inaccurate or misleading information, unsupported claims, or the inability to provide the required bonding shall be basis for disqualification.

INDEMNIFICATION

Company agrees to indemnify, defend, and hold harmless the City of Carrollton, along with its officers, agents, and employees, from any and all claims or liability, whether at law or in equity and whether known or unknown, for injuries to (including death of) persons or damage to or loss of property, real or personal, in any manner connected with the materials, goods, or services provided to or on behalf of the City described herein.

NEGOTIATION WITH THE SELECTED COMPANY

Unless all proposals are canceled or rejected, the City reserves the right to negotiate the final price and may change the scope or conditions of the work in the best interest of the City. This may include, but is not limited to, the level of service, size of container, frequency of pickup, and price.

INSURANCE COVERAGE REQUIRED

The Company agrees to maintain Workers Compensation Insurance as required by the State of Georgia as well as vehicle and company liability in the amount of \$1 million per occurrence.

DISPUTE RESOLUTION

The agreement between the Company and the City shall be governed by and construed in accordance with the laws of the State of Georgia, and the parties agree that venue and jurisdiction with respect to any disputes concerning the agreement shall be in the Superior Court of Carroll County, Georgia.

APPENDIX A

Using the landfill(s) or transfer station(s) of choice

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>\$ per Month</u>	<u>Total</u>	<u>Extra P/U</u>
1)	215	2 yd Containers (3 times per week)			
2)	243	4 yd Containers (4 times per week)			
3)	263	8 yd Containers (6 times per week)			
4)	35	*Roll-Off and Compactor (times 1.15 per week average)			

* Please note that Roll-Off/Open Top Containers and Compactor Type Containers pay the landfill tipping fees in addition to a fee for each pickup. The fees for the 2, 4, and 8-yard containers include their tipping fees.

Total Monthly Charges _____

Total Estimated Annual Charges (based on 12 months per year) _____

List Below the name of the landfill(s) and/or transfer station(s) used in the determination of this portion of the proposal:

Appendix A

Alternate: Using the Carroll County Transfer Station

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>\$ per Month</u>	<u>Total</u>	<u>Extra P/U</u>
1)	215	2 yd Containers (3 times per week)			
2)	243	4 yd Containers (4 times per week)			
3)	263	8 yd Containers (6 times per week)			
4)	35	*Roll-Off and Compactor (times 1.15 per week average)			

** Please note that Roll-Off/Open Top Containers and Compactor Type Containers pay the landfill tipping fees in addition to a fee for each pickup. The fees for the 2, 4, and 8-yard containers include their tipping fees.*

Total Monthly Charges _____

Total Estimated Annual Charges (based on 12 months per year) _____

Purchase offer for City Containers _____
(detailed breakdown of offer for each container shall be attached based on totals and sizes listed on Appendix B)

Alternate offer for City Garbage Trucks _____
(detailed breakdown of offer for each truck shall be attached)